

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

**DIGITAL VERIFICATION SYSTEMS,
LLC,**

Plaintiff,

vs.

NOTARIZE, INC.,

Defendant.

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Case No: 21-10785

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Digital Verification Systems, LLC (“Plaintiff” or “DVS”) files this Complaint against Notarize, Inc. (“Defendant” or “Notarize”) for infringement of United States Patent No. 9,054,860 (hereinafter “the ‘860 Patent”).

PARTIES AND JURISDICTION

1. This is an action for patent infringement under Title 35 of the United States Code. Plaintiff is seeking injunctive relief as well as damages.

2. Jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 (Federal Question) and 1338(a) (Patents) because this is a civil action for patent infringement arising under the United States patent statutes.

3. Plaintiff is a Texas limited liability company located at 1 East Broward Boulevard, Suite 700, Fort Lauderdale, FL 33301.

4. On information and belief, Defendant is a Delaware corporation with its principal office located at 745 Boylston Street, Boston, MA 02116. On information and belief, Defendant may be served through its agent, Corporation Service Company, 251 Little Falls Drive,

Wilmington, DE 19808.

5. On information and belief, this Court has personal jurisdiction over Defendant because Defendant has committed, and continues to commit, acts of infringement in this District, has conducted business in this District, and/or has engaged in continuous and systematic activities in this District.

6. On information and belief, Defendant's instrumentalities that are alleged herein to infringe were and continue to be used, imported, offered for sale, and/or sold in this District.

VENUE

7. On information and belief, venue is proper in this District under 28 U.S.C. § 1400(b) because Defendant is deemed to reside in this District. Alternatively, acts of infringement are occurring in this District and Defendant has a regular and established place of business in this District.

COUNT I **(INFRINGEMENT OF UNITED STATES PATENT NO. 9,054,860)**

8. Plaintiff incorporates paragraphs 1 through 7 herein by reference.

9. This cause of action arises under the patent laws of the United States and, in particular, under 35 U.S.C. §§ 271, *et seq.*

10. Plaintiff is the owner by assignment of the '860 Patent with sole rights to enforce the '860 Patent and sue infringers.

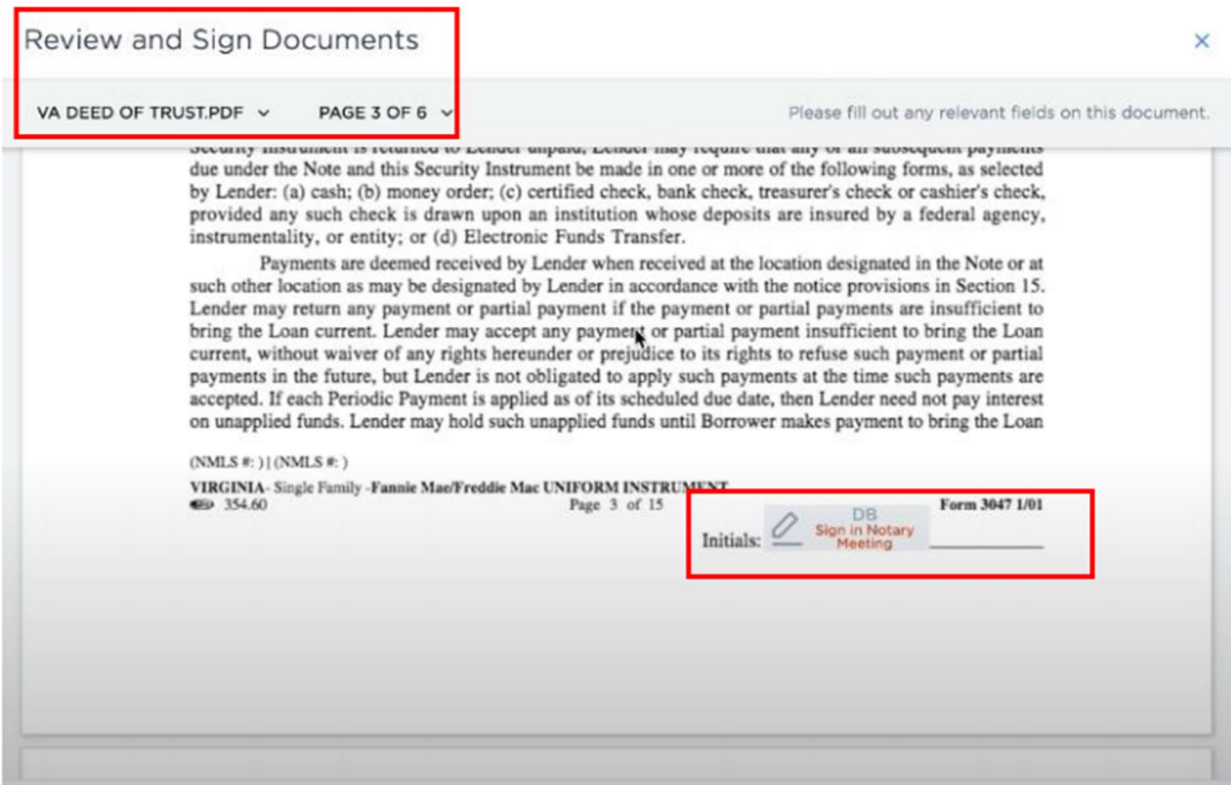
11. A copy of the '860 Patent, titled "Digital Verified Identification System and Method," is attached hereto as Exhibit A.

12. The '860 Patent is valid, enforceable, and was duly issued in full compliance with Title 35 of the United States Code.

13. Upon information and belief, Defendant has infringed and continues to infringe

one or more claims, including at least Claim 1, of the ‘860 Patent by making, using (at least by having its employees, or someone under Defendant's control, test the accused Product), importing, selling, and/or offering for sale associated hardware and/or software for digital signature services (e.g., Notarize), and any similar products and/or services (“Product”) covered by at least Claim 1 of the ‘860 Patent. Defendant has infringed and continues to infringe the ‘860 patent either directly or through acts of contributory infringement or inducement in violation of 35 U.S.C. § 271.

14. The Product provides a system for e-signing digital documents. The Product provides for digitally verifying the identification of a signer. Certain aspects of this element are illustrated in the screenshot(s) below and/or in those provided in connection with other allegations herein.



15. The Product includes at least one digital identification module structured to be

associated with at least one entity. For example, the Product provides a module (e.g., creation of an e-signature module for a user) to be associated with at least one entity (i.e., a user who needs to create an e-signature). Certain aspects of this element are illustrated in the screenshot(s) below and/or in those provided in connection with other allegations herein.

Review and Sign Documents

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subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"). You and we both intend that the Act (and to the extent applicable and not inconsistent with the Act, state law governing the transaction) apply to the fullest extent possible to validate our ability to conduct business with you electronically.

David B. Buehner 04/10/2019

Signer Signature Dated

Print/Type Signer Name

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Welcome back!

Sign into your notary account

Email Address

Continue

Don't have an account? [Sign up](#)

Source: <https://youtu.be/bJJjXSULTpl>

Source: <https://app.notarize.com/login>

16. The Product includes a module generating assembly structured to receive at least one verification data element corresponding to the at least one entity and create said at least one digital identification module. For example, the Product includes a module generating assembly structured to receive at least one verification data element corresponding to at least one entity (e.g., a user has a unique login ID and password for accessing and verifying the Product account for e-signing the documents). The module generating assembly is also structured to create the at least one digital identification module (e.g., creating an e-signature of a user). Certain aspects of this element are illustrated in the screenshot(s) below and/or in those provided in connection with other allegations herein.

The image displays two side-by-side screenshots of the Notarize login interface. Both screenshots feature the heading 'Welcome back!' and the subtext 'Sign into your notary account'.
 The left screenshot shows a login form with a single input field labeled 'Email Address', which is highlighted by a red rectangular box. Below the input field is a blue 'Continue' button. At the bottom, there is a link that reads 'Don't have an account? Sign up'.
 The right screenshot shows the same login form but with the 'Password' input field highlighted by a red rectangular box. Below the password field, a red error message states 'Password Is Required'. Below the input fields is a blue 'Continue' button. At the bottom, there are two links: 'Forgot password?' and 'Back'.

Source: <https://app.notarize.com/login>

17. The at least one digital identification module is disposable within at least one electronic file. (e.g., a user can store the e-signature within a document, which can be downloaded and/or printed). Certain aspects of this element are illustrated in the screenshot(s) below and/or in those provided in connection with other allegations herein.

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PAGE 3 OF 6 ▾

Please fill out any relevant fields on this document.

Security instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan

(NMLS #:) (NMLS #:)

VIRGINIA- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3047 1/01

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Sign in Notary
Meeting

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Notary Meeting

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Form 3047 1/01

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subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"). You and we both intend that the Act (and to the extent applicable and not inconsistent with the Act, state law governing the transaction) apply to the fullest extent possible to validate our ability to conduct business with you electronically.

David B. Buehner 04/10/2019

Signer Signature Dated

Print/Type Signer Name

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Source: <https://youtu.be/bJJjXSULTpl>

18. The at least one digital identification module includes at least one primary component structured to at least partially associate the digital identification module with the at least one entity. For example, an e-signature of a user is associated with user information including user name, date, etc. to at least partially associate the digital identification module with the at least one entity (e.g., an e-signature is associated with a user). Certain aspects of this element are illustrated in the screenshot(s) below and/or in those provided in connection with other allegations herein.

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ESIGN CONSENT FORM - SIGNER 1 ▼ PAGE 2 OF 2 ▼ 2 Requirements Remaining

David Burner, Acknowledge and Sign Hide

I have reviewed and approve this document and am ready to sign and initial where labeled.

Acknowledge and Sign

to sign and receive Documents electronically as set forth above. Also, you acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction in or affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"). You and we both intend that the Act (and to the extent applicable and not inconsistent with the Act, state law governing the transaction) apply to the fullest extent possible to validate our ability to conduct business with you electronically.

DAVID BURNER

Signer Signature

TODAY'S DATE

Dated

Print/Type Signer Name

Review and Sign Documents ×

ESIGN CONSENT FORM - SIGNER 1 ▼ PAGE 2 OF 2 ▼ Document Requirements Fulfilled

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David Burner

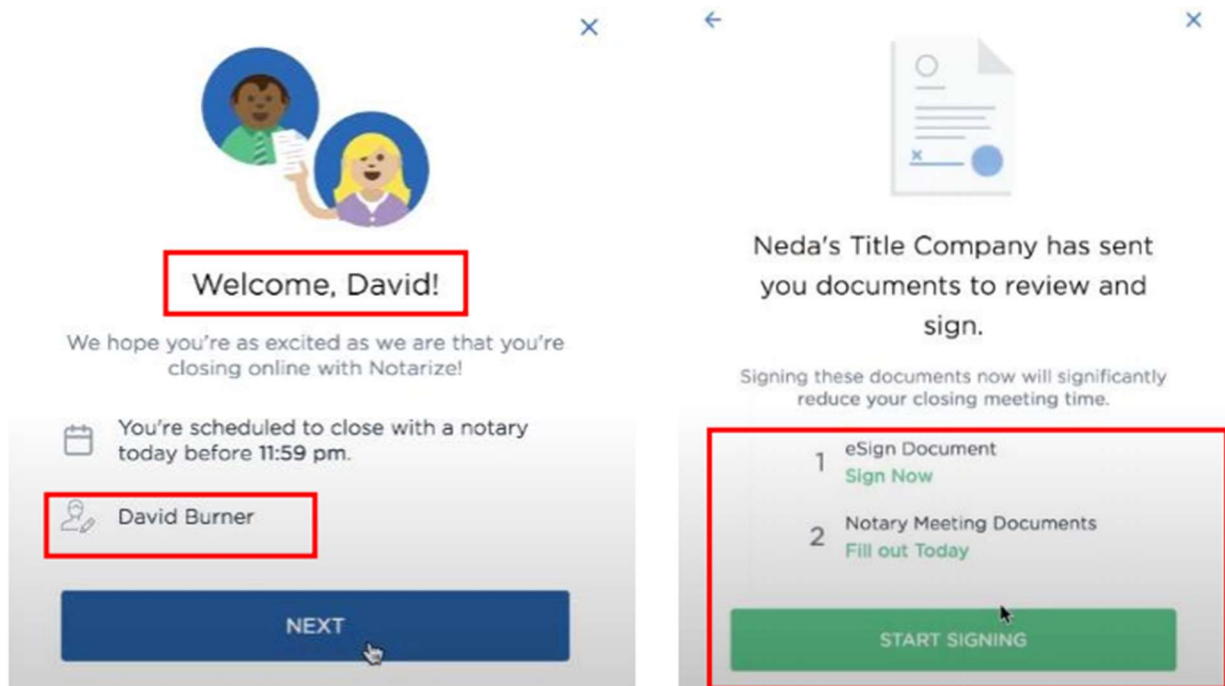
Signer Signature

04/10/2019

Dated

Print/Type Signer Name

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Source: <https://youtu.be/bJJjXSULTpl>

19. The at least one digital identification module is cooperatively structured to be embedded within only a single electronic file. For example, the module (e-signature) is stored within a single file (such as a PDF, Word doc, or image file, etc.). Certain aspects of this element are illustrated in the screenshot(s) below and/or in those provided in connection with other allegations herein.

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David B. Bunker 04/10/2019

Signer Signature Dated

Print/Type Signer Name

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<https://youtu.be/bJJjXSULTpl>

20. Defendant's actions complained of herein will continue unless Defendant is enjoined by this court.

21. Defendant's actions complained of herein are causing irreparable harm and monetary damage to Plaintiff and will continue to do so unless and until Defendant is enjoined and restrained by this Court.

22. Plaintiff is in compliance with 35 U.S.C. § 287.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks the Court to:

(a) Enter judgment for Plaintiff on this Complaint on all causes of action asserted herein;

(b) Enter an Order enjoining Defendant, its agents, officers, servants, employees, attorneys, and all persons in active concert or participation with Defendant who receive notice

of the order from further infringement of United States Patent No. 9,054,860 (or, in the alternative, awarding Plaintiff a running royalty from the time of judgment going forward);

(c) Award Plaintiff damages resulting from Defendant's infringement in accordance with 35 U.S.C. § 284;

(d) Award Plaintiff pre-judgment and post-judgment interest and costs; and

(e) Award Plaintiff such further relief to which the Court finds Plaintiff entitled under law or equity.

Dated: May 13, 2021

Respectfully submitted,
Attorneys for Plaintiff
Digital Verification Systems, LLC

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